

KINNEY SUES SAM PARKER

Claims Damages For \$50,000 for Libel.

(From Wednesday's Advertiser.)

The newest sensation in the Parker ranch controversy came yesterday afternoon when attorney W. A. Kinney filed a damage suit for \$50,000 against Samuel Parker. Attorney Kinney, who is of counsel for the Carter and Annie T. K. Parker interests, bases his action on the sensational affidavit filed by Samuel Parker against Mrs. Knight, in which charges were made against Mr. Kinney.

Mr. Kinney sets forth that he is now and for many years has been a resident of Honolulu and is duly qualified to practice law among a large and influential number of citizens and depends upon his good reputation to continue his practice. The complaint of Mr. Kinney gives the following grounds for claim of libel in the charges filed by Parker:

That on or about the 15th day of August, the defendant, well knowing the premises did maliciously compose, print, and publish the following false, scandalous, malicious, libelous and defamatory matter of and concerning plaintiff and in relation to his said profession as a lawyer and caused the same to be circulated throughout the aforesaid Honolulu:

"That not only were said Kinney (referring to the plaintiff, William A. Kinney) and Ballou promoters of said enterprise (referring to an enterprise known as the Hamakua Ditch Co., Ltd.) but they acted as attorneys and advisors of deponent (referring to the defendant Samuel Parker) and through their advice deponent (referring to said defendant) signed an agreement under which it is claimed by the other party to said agreement that deponent (referring to said defendant) was and still is liable to said other party in the sum of \$100,000. That said Kinney (referring to said plaintiff) and Ballou did not become parties to said agreement, taking good care not to make themselves liable under the same, making deponent (referring to said defendant) solely liable, though they would have benefited jointly with deponent (referring to said defendant) thereunder. That the action of said Kinney (referring to said plaintiff) and Ballou is now attacking this deponent (referring to said defendant) and working against his interests, if any interest he has in said enterprise (referring to said Hamakua Ditch Co., Ltd.) and in trying to prejudice deponent (referring to said defendant) under said agreement is a gross violation of their professional duties to deponent (referring to said defendant) and, as deponent (referring to said defendant) believes, renders them unfit to practice in the Courts of the Territory of Hawaii."

That said false, scandalous, malicious, libelous and defamatory matter was made and published by said defendant as a part of a certain affidavit by said defendant in a certain cause pending in the Circuit Court of the First Circuit at Chambers in Probate, said cause being entitled "In the Matter of the Guardianship of Annie T. K. Parker, a minor," which said affidavit defendant caused to be filed in the court aforesaid, well knowing that the said affidavit would be published by the principal newspapers in Honolulu aforesaid, and also well knowing that said matter was in fact false, scandalous, malicious, libelous and defamatory and that the same would injure plaintiff both individually and in his profession as a lawyer; and plaintiff further alleges that said false, scandalous, malicious, libelous and defamatory matter had no relation to the matter in regard to which said affidavit of the defendant was made nor any relation to any matter in the aforesaid cause and that the same was made and published by defendant solely out of spite and malice towards the plaintiff and with the intent to injure him both individually and in his profession as a lawyer and to bring him and his name into public scandal."

It is said that perhaps another action similar to Mr. Kinney's may be filed against Samuel Parker by another of the attorneys retained by Mrs. Knight.

ISLAND REALTY DECISION.

Justice Hatch of the Supreme Court, Chief Justice Frear and Justice Hartwell concurring, handed down a decision yesterday in the case of Cooper vs. Island Realty Co. and J. A. Gilman remanding the case to the Circuit Court for notification of decree entered and further proceedings in accordance with the views therein expressed.

The opinion is to the effect that the decree should be amended by a provision allowing redemption of the payment of the amount of interest in arrears and costs at any time before sale and upon payment of interest due and costs the foreclosure proceedings would then abate.

The decree properly provides a cash sale. Judicial sales should not be made on credit unless by consent of the parties. * * The contract between the parties as to sale of lots prior to default is a matter entirely apart from the question of jurisdiction and of authority to be exercised by the court by virtue of its inherent power.

The counsel for should be disallowed. In the absence of a stipulation in the mortgage for the payment of counsel fees, a suit for foreclosure stands on the same footing as any other suit in equity; only the ordinary costs can be taxed.

The plaintiff should be authorized to become a purchaser of the sale, and costs should be allowed him.

MRS. HUNT HELD POOR.

Jos. H. Cummings has sued the Pioneer Building & Loan Association for \$100,000 damages, as follows:

"On or about March 10, 1904, the de-

fendant herein was the owner of two certain mortgages dated September 24, 1896, and August 23, 1897, made by and between one Jas. Hunt as mortgagor and the defendant as mortgagee on a certain piece of property situated at Punahou, containing 18,687 square feet. On March 10, 1902, the defendant exercised the power of sale and sold at public auction the land and premises for \$2525. The defendant agreed that upon the payment of the purchase money, it would give immediate possession to whomsoever should become the purchaser. On March 24, 1902, the plaintiff paid to defendant the sum of \$2525, the defendant delivering a deed to the premises to the plaintiff, but the defendant is alleged not to have acted in good faith and did not deliver possession.

The premises had previously been in possession of one Lausana Hunt, and defendant well knew it could not give possession, and in order to secure possession the plaintiff had to institute proceedings to eject her. The plaintiff was deprived of the use of said land and claim to be damaged in the above mentioned sum.

OWNED INTEREST IN SHIPS.

A receipt for property of the estate of J. H. Harrison, deceased has been filed in the Circuit Court from H. J. Harrison to Cecil Brown, executor of the estate as follows:

Cash, \$175.13; household furniture, etc., 2-16 interest in bark S. C. Allen; 2-16 interest in barkentine Amelia; 1-16 interest in schooner Helene; 1-16 interest in schooner Mary E. Foster.

CAMP WANTS HIS MONEY.

Calvin E. Camp, named as one of the defendants in the action of Louise I. Lane vs. M. D. Monsarrat, the First American Savings & Trust Co. of Hawaii, Ltd., Calvin E. Camp, Walter Hoffman and the First National Bank of Hawaii, answers as follows:

That he has no knowledge of the matters and things set forth in the petition, but leaves plaintiff to her proofs therein.

Then he admits the allegation that he claims an interest in the mortgaged property involved by virtue of a junior mortgage made by Monsarrat to him on October 6, 1902, and recorded January 8, 1903, said mortgage being to secure the sum of \$400. This was to secure the payment of a certain promissory note, only \$22 being paid as principal on the note, leaving due \$378. The defendant asks that he be ordered to procure the amount due.

WANT DAMAGES FROM DEE.

Suit has been filed by J. F. Humburg, trustee for Marie L. Humburg vs. Lawrence H. Dee to make restitution of property on Young street which they allege has been unjustly converted to Dee's own use. The property is described as being the same premises that were conveyed to Dee by deed of E. May McGregor dated June 16, 1901, fronting on Young street having a frontage of 25 feet and being the remainder of the premises conveyed to Dee by John Grace, October 7, 1899. By virtue of said conversion, use and occupation by the defendant, the plaintiffs claim to be damaged in the sum of \$500.

LUTTED'S PROMISSORY NOTES.

J. Oswald Lutted has been made defendant in an assumpsit action brought by C. W. Booth, to recover the sum of \$2003.20.

The plaintiff sets forth that on November 2, 1903, Mr. Lutted executed and delivered his promissory note agreeing to pay to plaintiff's order in four months the sum of \$1000. The note became due on March 4, 1904, but it is alleged no part of the principal has been paid.

A second note was made and executed by defendant on November 2, 1903, in favor of plaintiff for \$1000, due in eight months. No part of this note has been paid.

Plaintiff asks for judgment for \$2003.20 together with interest, costs and commissions.

COURT NOTES.

Cecil Brown, trustee, has brought suit against Jos. Fernandez and W. C. Achi for \$708.07, balance due on a note for \$1000 originally made by Fernandez to Achi and transferred to Brown by Achi. The note was secured by mortgage.

J. W. Gaines, J. M. McChesney and Alice M. McChesney are defendants in an ejectment suit filed by the First National Bank, the land involved being on Waikeiki beach, adjoining the property of Liliuokalani. The premises have a frontage of 84 feet on Waikeiki road and a depth of 128 feet to the beach. The plaintiff bank claims to be the lessee of the property and that the defendants have wrongfully taken possession. Damages in the sum of \$1000 are claimed. The Gaines' are merely tenants.

The Kapiolani Estate Ltd., has been sued by the Bank of Hawaii, Ltd., for \$230.64, comprising the principal and interest on a note, on which \$229.10 has been paid on account. The note was signed by D. Kawananakoa, president, and J. P. Colburn, treasurer.

David Kawananakoa is defendant in an action brought by W. G. Middle-ditch, trustee in bankruptcy of the Chas. F. Herrick Carriage Co., Ltd., for \$616.25.

John Guild of Alexander & Baldwin, a native of Scotland, was naturalized yesterday morning in Judge Dole's court. His sponsors were Messrs. Waterhouse and Mahone.

Lewis & Co., Ltd., have filed an assumpsit suit against C. Q. Yee Hop to recover the sum of \$350, alleged to be due for diverse goods, wares and merchandise sold and delivered the defendant company, the account dating back to April 25, 1904.

J. M. Monsarrat has filed an amended petition in the suit of J. M. Monsarrat vs. Makamaka Pihikani, E. Kureka Chumana and Oliver Messenburg and John Kureka, a minor, and Kureka Kureka, a minor.

THE GREAT SUCCESS of Chamberlain's Cough, Cholera and Diarrhoea Remedy has made it stand out as the greatest part of the civilized world. The sale by Dr. J. C. Smith & Co., Wholesale Agents.

OLD COUNTY ACT WAS FULL OF BAD BREAKS

A Jumble of Misfit Sections and Tangle-Foot Grammar---Meeting of the County Act Commission Last Evening Considers Policy.

The deeper the Commission goes into the old County Act the worse it finds things. There is a poor arrangement of sections and paragraphs and much bad grammar, though the proofs were read and re-read by high-salaried clerks, and the whole Act compiled and typeset by the Commission of the Legislature.

The Commission has had to rearrange a multitude of sections. In one case a section appeared under "Duties of the Clerk" which had no more reference to that official's work than the description of the counties.

ONE COUNTY FOR HAWAII.

By a majority vote of the members present, being those of Messrs. Crabbe, Stewart and Cooper, Mr. Watson dissenting, it was agreed for the purpose of obtaining a first draft to make one County out of Hawaii, with a Board of Supervisors of nine members, or one for each district. For Oahu there are to be seven supervisors and five each for Maui and Kauai. These were the most important matters decided upon.

NORTH KOHALA WRITES.

A communication from Mahukona, Hawaii, was read as follows:

Mahukona, Hawaii, Aug. 9, 1904. Mr. Henry E. Cooper, Chairman, County Commission, Honolulu, H. T.

Dear Sir: The following resolutions have been adopted by the citizens of North Kohala and ordered transmitted to you:

The citizens of North Kohala, assembled in mass meeting at the Kohala Court House on August 5, 1904, and without regard to political or party affiliations, do hereby resolve:

1. That a simple form of county organizations be established throughout this Territory at the earliest possible date.

2. That the island of Hawaii should consist of but one county, and that the county seat should be fixed at Hilo.

3. That a notice of the action herein taken be conveyed to the County Commission now holding sessions in Honolulu, to the Hilo Board of Trade and to the districts comprising West Hawaii.

An Advisory Committee on legislation was selected, as follows:

E. A. FRASER, (Rep.)

Chairman.

P. P. WOODS, (Dem.)

H. M. KANIHO, (H. R.)

Very truly yours,

ED. FRAZER.

LABOR'S STRANGE REQUEST. A communication from the Honolulu Trades and Labor Council, providing for a penalty for violation of the citizen eight-hour law, was read as follows:

Honolulu, H. T., Aug. 9, 1904.

Hon. H. E. Cooper, Chairman of County Commission, Honolulu, H. T. Dear Sir: At the regular meeting of the Honolulu Trades & Labor Council held at Portland Building the following resolutions were passed:

Resolved, That the Honolulu Trades & Labor Council endorse the citizen Labor clause proposed by Mr. J. Emmelhut at your last meeting and reading as follows:

In all contracts to which the County is a party the following clause shall be inserted: "All parties to this contract and all workmen employed thereunder shall be citizens or eligible to become citizens of the United States. Eight hours actual labor shall constitute a day's work whether under contract or otherwise. Provision for penalty for violation of same." We suggest that the penalty for violation be fixed at \$10 for

each man and each day's employment.

Respectfully,

GEO. A. CROZIER,

Sec'y. Hon. T. & L. Council.

TO WAIT ON GOVERNOR.

Mr. Stewart moved that the chairman wait upon Gov. Carter to report to him the progress the County Act Commission has made and to have a date set apart for the Commission to call upon him this week and learn any new views Gov. Carter may have concerning county matters. This was passed.

Mr. Crabbe moved that Hawaii be organized as one county, with Hilo as the county seat.

Mr. Stewart seconded the motion. He said in discussion of the question that he had seen published a statement that the people of the big island were in favor of but one county.

Mr. Cooper said that except for the protest of Mr. Ryan of Mountain View no objection had been made to having only one county.

Mr. Crabbe said counties on Hawaii would be too expensive for the taxpayers. He felt that the expression of the people so far had been for one county.

Mr. Stewart said that after passing the motion, and having it published, what opposition there was, would develop. Mr. Cooper said that expression of sentiment was still awaited from Hamakua and Kohala. Mr. Crabbe felt that the passage of the motion would draw the matter to a head.

Mr. Crabbe's motion then prevailed. Chapter 5 of the County Act, concerning the Boards of Supervisors, was then called up for discussion. Mr. Cooper said that this was the most important chapter thus far called up for consideration. He felt that Oahu should have seven supervisors.

At this juncture Mr. Watson entered. He said that he had received a letter from Mr. Ryan stating that the offices of tax assessor and tax collector should be separate. Mr. Watson also favored this idea.

He also had a communication from J. C. Cohen asking that action be taken to specify licenses and fees for theaters, etc.

The Commission then went back to Chapter 1 and cut out sub-sections putting in a new section to make the section read "County of Hawaii."

The proposed form was "the island of Hawaii and all other islands within three nautical miles of the shores thereof, shall be known as the County of Hawaii, the county of seat of which shall be at Hilo," the county to have the third and fourth judicial circuits of the Territory of Hawaii, as established by law, and be under the jurisdiction of the circuit courts of the third and fourth circuits for "purposes of taxation, said county shall be the third taxation division of the Territory," the remainder being the same as in the act.

Mr. Watson at this time said he wished to record his vote against Hawaii being organized as one county.

Mr. Crabbe suggested cutting out Molokai as a county. He favored making the settlement a township under control of the Board of Health. Mr. Watson said if the Commission could create townships for Molokai it could also create municipal government for Honolulu.

The chair thought the present form of government for the Leper Settlement would probably be the better, it having been passed unanimously by the last legislature. No further action on this question was taken.

As to the paragraph referring to fees collected by the District Magistrate at the Settlement to be paid "over to the

GOVERNOR HOPES TO SEE VOTING MACHINES HERE

Voting machines of the latest type used in the States were among the interesting things which Governor Carter looked into while on his Eastern tour and he hopes to have a sample machine sent to Honolulu to be given a trial in one of the precincts. He found that in Detroit, Michigan, the city council had authorized the use of the voting machine and the government there claims that it was a satisfactory test, carrying correctness and honesty with it.

"New Jersey has spent \$100,000 in equipping its voting sections with these machines," said the Governor yesterday, "and the state intends to supply them until every polling place has one."

"Two years ago there was an attempt made to get our voting law changed, but it fell through. There was also a proposition to have a California voting machine brought here, but the objection to that one was that if we were to adopt a machine we should have the most modern and up-to-date one in the market."

"A trial of one made in Rochester, N. Y., was made in Oakland, California, with such success that they have purchased several. From what I learned of these machines they preclude the possibility of contests. They prevent wrangles and at the close of election day the results are tabulated on the machine and an hour after the polls close the returns are ready to be sent to headquarters."

"The Rochester machine is now used in 187 cities and villages of the state of New York, and has been adopted in Milwaukee, Racine, Beloit, Wauwatosa in Wisconsin; Indianapolis, Ind.; Hartford, Conn.; Bay City, Michigan; Santa Clara County, Cal."

"The mayor of Detroit objected to them because he said the voting population, or a part of it, was too ignorant to understand its work. The council passed the voting machine ordinance over his head and the voters had no trouble whatever."

"I believe that one of these machines would be sent here for trial if we would pay the freight."

Board of Health as a county realization," the word "county" was changed to "Territorial."

NINE SUPERVISORS.

Chairman Cooper suggested that Chapter 5 read that Oahu have seven supervisors without specifying the districts from which they shall come, and one supervisor for each district of Hawaii, or nine in all.

Mr. Watson suggested that on Kauai and Maui there be one supervisor for each district, as every portion of the two islands would then be represented. As to Niihau it was suggested that the island be incorporated in the district of Waimea. Both suggestions were followed.

In Chapters 6, 7 and 8 there was a jumble of duties of officers of the county which appeared to have been inserted by its framers with the aid of scissors and without reference to sequence. It was agreed that the duties of the various officers should be enumerated in the order in which the officers are named, viz.: Treasurer, sheriff, clerk, auditor, district attorney, recorder, surveyor, coroner.

MR. CRAW WORKS FOR SMALL FARMERS

Speaking of the entomological work in the islands, Mr. Walter M. Gifford, editor of the Hawaiian Forester and Agriculturist said: "Mr. Alexander 'Craw' is not directly on the staff of the Hawaiian Sugar Planters' Association. The latter association does, however, contribute to his salary thereby, and makes Mr. Craw's position as Superintendent of the Division of Entomology of the Territorial Board of Agriculture, possible. Mr. Craw's duties in the Territorial Board of Agriculture as chief entomologist will be confined to the inspection of plants, fruits, vegetables, etc., under Act 44 against the introduction of insect and scale pests. He will furthermore continue the work he did for the agriculturists of California, viz., introduce new species of ladybirds, parasites, etc., to prey on scales and the diseases with which our fruit trees and gardens are infested. He will also propagate introduced species of beneficial insects for distribution to agriculturists other than sugar planters, the leaf hopper question being out of his hands and in that of the entomologists of the Planters' Association."

"Mr. Craw will shortly engage an assistant for his department. Mr. Swezey, who arrived on the Alameda at the same time as Mr. Craw is not his assistant as stated in local papers. Mr. Swezey is a planter's man and will work as assistant entomologist for the association under Perkins together with Messrs. Kirkaldy and Terry."

"Both local as well as coast papers have stated that Mr. Craw was here to undertake the eradication of the leaf hopper. As a matter of fact the leaf hopper question is and will be left entirely to Messrs. Koebele and Perkins now in the field in Australia, with Kirkaldy, Terry and Swezey to look after introduced parasites on their arrival from Australia. In other words all pests and diseases affecting sugar cane will be left to the entomologists of the Planters' Association and all other agricultural diseases will be in the hands of Mr. Craw as an entomologist of the Board of Agriculture."

Gov. Carter has announced his intention of bringing still further proceedings against Land Agent Baldwin of Hawaii.

"If the people think this matter savors of persecution," he is quoted as saying, "that is the kind of persecution I intend to hand out as long as I hold office."

The Governor also intends to make officials understand the difference between money which belongs to them and money which belongs to the government.

"I intend to fight this matter out if it takes all summer," said Governor Carter. "Every man in office who cannot understand that public moneys received should not go into his pocket must be made to understand it. My administration will be constant and firm in this direction."

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RECEIVER FOR HANA

Maui Plantation Is Declared Insolvent.

(From Wednesday's Advertiser.)

Half a million dollars are involved in foreclosure proceedings filed by Sigmond Grinbaum and Chas. Aitschul against the Hana Plantation Company (on Maui), M. S. Grinbaum & Co. (of Honolulu), and the Union Trust Company (of San Francisco). The papers were filed for service yesterday.

The mortgage indebtedness, on which the action is based, is \$150,000, and plaintiffs aver that the plantation company is insolvent and has debts amounting to \$400,000 which it is unable to pay. A receiver is asked for.

The complaint sets forth that the Hana Plantation was incorporated under the laws of the State of California in November, 1887. That on December 11, 1894, the respondent being desirous of raising funds for the purpose of its business duly authorized the issue and has issued and disposed of mortgage bonds to the amount of \$150,000 of the denomination of \$1000 each, all dated January 2, 1895, and bearing interest at the rate of 6 per cent. per annum, payable semi-annually on July 1 and January 1 of each year and six of the said bonds being payable on the first day of July of each of the following years: 1895, 1896, 1897, 1898 and 1899, and fifteen bonds payable on July 1 of each of the years from 1900 to 1907 inclusive.

On December 12, 1894, the respondent, for the purpose of securing of the principal and interest of said bonds at the time when they became due and payable, conveyed to the complainants first, all the tracts of land in Hana comprising and known as Hana Plantation and its appurtenances, and second the property, real and personal of every kind of the said plantation and all other rights, interests and franchises vested or contingent of said corporation upon trust and for the use of any person, or persons, who should become the holders of said bonds secured by the said indenture of mortgage or any of them, subject nevertheless to the proviso for redemption upon payment by the respondent to the holders of the said bonds and each and every one of them of the sums of money to be paid by the said bonds and the interest coupons attached thereto or to grow due thereon at the place and times and in the manner set forth in the bonds.

That the conveyance of the said property by said respondent to the complainants was made subject to a mortgage or deed of trust dated March 8, 1896, made by the respondent to Marion Leventritt and Charles Aitschul, which mortgage provided that on payment of the moneys intended to be hereby secured the said mortgage should be void; that all of the moneys in question have been paid and the mortgage has been cancelled as appears by deed dated Feb. 2